

LANCASTER COUNTY

COUNTY - CITY BUILDING Telephone: (402)441-7410
LINCOLN, NEBRASKA 68508 FAX : (402) 441-6513
BOARD OF COMMISSIONERS

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

#04-293

Community Services Initiative 2005 Request for Proposals (RFP)

Lancaster County, Nebraska (in conjunction with the City of Lincoln and United Way of Lincoln Lancaster County) intends to enter into a contract and invites you to submit a sealed proposal for:

RFP for Community Services Initiative (CSI) – Lincoln Oversight and Administration

Sealed proposals will be received by Lancaster County, Nebraska on or before 12:00 noon **Friday, November 19th, 2004** in the office of the Purchasing Agent, Suite 200, "K" Street Complex (SW Wing), located at 440 South 8th Street, Lincoln, Nebraska 68508. **ONLY** the proposer's name will be read publicly in the Purchasing Conference Room.

Proposers should take caution if U.S. mail or mail delivery services are used for the submission of proposals. Mailing should be made in sufficient time for proposals to arrive in the Purchasing Division, prior to the time and date specified above. Late Proposal will not be considered

COMMISSIONERS

DEB SCHORR * LARRY HUDKINS * RAY STEVENS * BERNIE HEIER * BOB WORKMAN
KERRY EAGAN, Chief Administrative Officer

Community Services Initiative (CSI) – Lincoln

Request for Proposals

1. Background

In 1999 the Hanna: Kellan Report concluded that there were key priority human services areas of focus for this community. In November 2000, the University of Nebraska-Lincoln Public Policy Center and the University of Nebraska-Lincoln Center for Children, Families, and the Law entered into a partnership with the City of Lincoln, Lancaster County, and United Way of Lincoln Lancaster County to implement that plan. Over the next three years coalitions were developed to respond to focus area needs, data was collected, a website was created and collectively, this community raised over one million dollars in new services for capacity and infrastructure. The Coalitions together with their benchmark data and action plans, constitute the CSI—Lincoln; Community Services Initiative—Lincoln. The goal of CSI—Lincoln is to provide a sound road map to the provision of meeting human service needs and to guide funders in utilizing limited resources for these purposes. As we enter 2005, the City of Lincoln, Lancaster County, and United Way of Lincoln Lancaster County will be entering into two new contracts; one for the continued oversight and administration of CSI—Lincoln and the other to maintain services for data collection and analysis with the University of Nebraska-Lincoln Center for Children, Families, and the Law. The oversight/administration contract for professional services is the focus of this request for proposals.

2. Intent

- 2.1 Provide oversight and leadership to the community human services implementation plan.
- 2.2 Ensure Coalitions continue to address critical issues based on data and implementation strategies for community change.
- 2.3 Provide opportunities for active involvement in CSI—Lincoln for all sectors of the community including business and faith-based organizations.
- 2.4 To provide a clear “report card” of existing human service priorities and the dollars needed to address them.

3. Responsibilities

- 3.1 Currently seven Coalitions have action plans, goals, and objectives. Each are in a different stage of development.
- 3.2 Currently the University of Nebraska-Lincoln Center for Children, Families, and the Law operates a management information system known as Service Point. It also collects, maintains, and will help analyze existing and new data for the CSI—Lincoln process.
- 3.3 The contractor shall be expected to provide the necessary infrastructure to sustain Coalition activity, as well as technical assistance for their growth and development.

- 3.4 The contractor shall guide a planning/implementation process which measures the Community Impact of Community Services Initiative (CSI) by providing:
- A. An increased awareness of the issues.
 - B. Changes in community attitudes.
 - C. Changes in organization and system practices.
 - D. Changes in organization and system policies.
 - E. Improved coordination among organizations and systems.
 - F. Information to direct changes in how community resources are allocated.

4. Performance Measures

- 4.1 Quarterly Coalition Reports reflecting CIS—Lincoln expectations (3.4); actions to address prevention and diversity; and community wide financial opportunities and successes.
- 4.2 A social marketing plan for CSI—Lincoln to communicate the accomplishments in 4.1.
- 4.3 Annual report which is intended to provide critical data to funders recommending how community resources should be prioritized and why.
- 4.4 Community Coalitions will have a very clear direction regarding where they are going, who is going with them, what they hope to accomplish and what it will take to get there.

5. Selection Criteria

- 5.1 Cost will not be the basis for selection, since it is in the program's best interest to retain an entity having professional credentials and past success in providing similar services. \$100,000 is available for this administration.
- 5.2 Lancaster County reserves the right to award the contract in whole or in part if it is deemed in the program's best interest.
- 5.3 Merit will be assessed using the following evaluation criteria: (100 points)
 - 5.3.1 Agency background, mission of the agency, and the rationale for applying for the project. (10 points)
 - 5.3.2 Experience facilitating volunteers and providing project leadership successfully. (20 points)
 - 5.3.3 Experience in working with human services. (10 points)
 - 5.3.4 Staff qualifications. (15 points)
 - 5.3.5 Ability to engage the business community. (15 points)
 - 5.3.6 Program design which includes a comprehensive approach to outreach and meeting performance measures. (15 points)
 - 5.3.7 Evidence of partnerships with other entities for successful outcomes. (15 points)

5. Submittal Procedure

6.1 Each submittal must include an original and six copies of your proposal.

6.1.1 Your proposal must be received at the following address

City/County Purchasing Division
Suite 200, "K" Street Complex (SW Wing)
440 South 8th Street
Lincoln, Nebraska 68508

6.1.2 Mark the outside of submittal envelope: **CSI—Lincoln, #04-293**

6.1.3 Questions regarding CSI—Lincoln should be directed to either Robin Mahoney at 441-6070 or Kit Boesch at 441-4944.

6.2 Proposals may not exceed ten (10) pages, not including attachments, and must be in the following format:

6.2.1 Title page as designed.

6.3 In formulating a response to this RFP please include the following information:

6.3.1 Background on your agency/organization.

6.3.2 Your knowledge of human services in Lincoln/Lancaster County.

6.3.3 How you will engage the business community.

6.3.4 Your experience in facilitating collaboration.

6.3.5 Infrastructure you are proposing (include potential staffing, space, supervision, etc.). Please attach resumes if staff is in place.

6.3.6 A draft budget—to conduct the oversight/administration of CSI—Lincoln.

7. Selection Schedule

November 5, 2004	RFP distributed.
November 19, 2004	Submission of Proposals.
December 3, 2004	Selection Committee reviews proposals and may determine the recommendation.
December 13, 2004	Interview finalists, if necessary and select firm.
December 31, 2004	Finalize contract.

CSI—Lincoln RFP 2005

1. Name of agency, organization, firm making this proposal:

2. Contact Person: _____ Position: _____

Phone: _____

Fax: _____

Email: _____

3. Mission or types of services qualified to perform:

4. Number of full time staff: _____ part-time: _____

5. Incorporation date of firm, agency, or organization: _____

4. Annual budget: \$_____

5. Governance Structure:

_____ Board of Directors

_____ Advisory Board

_____ Board of Trustees

_____ Other: _____

Signature of CEO authorized to submit this
proposal

Date

SEALED REQUEST FOR PROPOSAL SPECIFICATION NO. 04-293

BID OPENING TIME: 12:00 NOON
DATE: Friday, November 19, 2004

ADDENDA RECEIPT: The receipt of the addenda to the specification number ____ through ____ is hereby acknowledged. Failure of any bidder to receive any addenda or interpretation shall not relieve the bidder from obligations specified in the bid request. All addenda shall become part of the final contract document.

The undersigned submitter, having full knowledge of the requirements of Lancaster County for the above listed project, the Contract Documents and all other terms and conditions of the request, agrees to provide the labor, certificate of insurance, unemployment compensation, oversight, materials and equipment in strict accordance with the proposal specifications as prepared by the County for the consideration of the amount set forth in the proposed fee schedule:

COMMUNITY SERVICES INITIATIVE (CSI) - LINCOLN OVERSIGHT AND ADMINISTRATION

(Complete and include this page in your proposal response)

**NOTE: RETURN 7 COMPLETE COPIES OF OFFER AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS: SEALED PROPOSALS FOR SPEC. #04-293**

The undersigned signatory of the proposer represents and warrants that he/she has full and complete authority to submit this offer to Lancaster County, and to enter into a contract if this offer is accepted.

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE

ZIP CODE

(Title)

TELEPHONE NO.

(Date)

FAX NO.

**EMPLOYER'S FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER**

ONLY the proposer's name will be read publicly in the Purchasing Conference Room.

INSTRUCTIONS TO PROPOSERS

LANCASTER COUNTY, NEBRASKA
PURCHASING DIVISION

1. PROPOSAL PROCEDURE

- 1.1 Proposer shall submit eight (8) complete sets of the RFP documents and all supporting material. Any interlineation, alteration or erasure on the specification document shall be initialed by the proposer. Proposer shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the Proposer's letterhead and firmly attached to the response/offer document.
- 1.2 *Proposed prices shall be submitted on the Proposal Form included with the RFP number and/or description clearly marked on the outside of the sealed envelope.*
- 1.3 Each RFP must be legibly printed in ink or by typewriter, include full name, business address, and telephone no. of the Proposer; and be signed in ink by the Proposer.
- 1.4 Response by a firm / organization other than a corporation must include the name and address of each member.
- 1.5 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.6 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.7 Proposals received after the time and date established for receiving offers will be rejected.

2. EQUAL OPPORTUNITY

- 2.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

3. DATA PRIVACY

- 3.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the County harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.
- 3.3 Proposer agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations pertaining to confidentiality of health information.
 1. If applicable to the work requested a sample "Business Associate Contract" will be included, which will be part of the contract and incorporated by this reference.

4. PROPOSER'S REPRESENTATION

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the specification

documents, and the offer has been made in accordance therewith.

- 4.2 Each offer for services further represents that the proposer is familiar with the local conditions under which the work and has correlated the observations with the requirements of the RFP.

5. INDEPENDENT PRICE DETERMINATION

- 5.1 By signing and submitting this RFP, the proposer certifies that the prices offered have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other proposer competitor; unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the proposer prior to RFP opening directly or indirectly to any other competitor; no attempt has been made, or will be made, by the proposer to induce any person or firm to submit, or not to submit, a response for the purpose of restricting competition.

6. SPECIFICATION CLARIFICATION

- 6.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 6.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt.
- 6.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 6.4 Oral interpretations / changes to Specification Documents made in any other manner, will not be binding on the County; proposers shall not rely upon oral interpretations.

7. ADDENDA

- 7.1 Addenda are written instruments issued by the County prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 7.2 Addenda will be mailed or delivered to all who are known by the County to have received a complete set of specification documents.
- 7.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 7.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 7.5 Proposers shall ascertain prior to submitting their offer that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

8. ANTI-LOBBYING PROVISION

- 8.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the County Board or County Staff except in the course of County-

sponsored inquiries, briefings, interviews, or presentations, unless requested by the County.

9. EVALUATION AND AWARD

- 9.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the County of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 9.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time/ date established for receiving offers, and each proposer agrees in submitting an offer.
- 9.3 FEES WILL NOT be a consideration in ranking the interested firms in accordance with the evaluation criteria and will only be opened AFTER the ranking.
- 9.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the County has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.
- 9.5 A committee will be assigned the task of reviewing the proposals received.
 1. The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
 2. The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.
- 9.6 The RFP will be awarded to the most responsible proposer whose proposal will be most advantageous to the County, and deemed will best serve their requirements.
- 9.7 The County reserves the right to accept or reject any or all offers, parts of offers; request rebids; waive irregularities and technicalities in offers; such as shall best serve the requirements and interests of the County.

10. TERMINATION/ASSIGNMENT

- 10.1 The County may terminate the Contract if the Contractor:
 1. Refuses or fails to supply enough properly skilled workers or proper equipment to satisfactorily provide complete needs assessment as requested.
 2. Disregards laws, ordinances, or regulations or orders of a public authority having jurisdiction over the Contract.
 3. Otherwise commits a substantial breach of any provision of the Contract Document.
- 10.2 *By mutual agreement both parties of the contract agreement*, upon receipt and acceptance of not less than a one hundred twenty (120) calendar days written notice, the contract may be terminated on an agreed upon date, prior to the end of the contract period, without penalty to either party.
 1. Upon any such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof, and as the sole right and remedy of the Contractor, the County shall pay Contractor in accordance with this section.
 2. Upon such termination, the obligations of the Contract shall continue as to options of the work already performed and

as to bona fide obligations the Contractor assumed prior to the date of termination.

- 10.3 In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee for the benefit of creditors, of the property of the Contractor, the County may cancel this contract or affirm the contract and hold the Contractor responsible for damages.
- 10.4 The contract established as a result of this RFP process shall not be transferred to/or assigned without prior written consent of the County Board of Commissioners.

11. INDEMNIFICATION

- 11.1 The proposer shall indemnify and hold harmless the County, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss of use resulting therefrom; is caused in whole or part by any negligent act or omission of the proposer, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 11.2 In any and all claims against the County or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 11.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the proposer or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

12. TERMS OF PAYMENT

- 12.1 Unless other specification provisions state otherwise, payment in full will be made by the County within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

13. LAWS

- 13.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

14. AFFIRMATIVE ACTION

- 14.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

**INSURANCE CLAUSE TO BE USED FOR “OWNER” CONTRACTS
LANCASTER COUNTY, NEBRASKA AND THE CITY OF LINCOLN, NEBRASKA**

HERE AND AFTER REFERRED TO AS “OWNERS”

The Contractor shall indemnify and save harmless the Owners from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the Owners for any losses, claims, damages, and expenses arising out of or resulting from the negligence of the Owners.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by the Owners Attorneys, nor shall the Contractor allow any sub-contractor to commence work on his subcontract until all similar insurance required of the sub-contractor has been so obtained and approved.

A. Worker's Compensation Insurance and Employer's Liability Insurance

The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance with an insurance company authorized to write such insurance in this state covering all his employees, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. The Contractor shall take out and maintain during the life of this contract, Employer's Liability Insurance with a limit of \$100,000 in an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain common law liability insurance on his employees.

State	Statutory
Applicable Federal	Statutory
Employer's Liability	\$100,000

B. General Liability Insurance

1. The Contractor shall maintain during the life of this contract, General Liability Insurance, naming and protecting him and the Owners, its officials, employees and volunteers as insured, against claims for damages resulting from (a) bodily injury, including wrongful death, (b) personal injury liability, and (c) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

A. Bodily Injury/Property Damage	\$2,000,000 each Occurrence \$2,000,000 Aggregate
B. Personal Injury Damage	\$1,000,000 each Occurrence
C. Contractual Liability	\$1,000,000 each Occurrence
D. Product Liability & Completed Operations	\$1,000,000 each Occurrence

2. The General Liability Insurance required by the preceding paragraph shall include the following extensions of coverage:

- (a) The coverage shall be provided under a Commercial General Liability form or similar thereto.
- (b) X.C.U. Coverage - if the contract requires any work procedures involving blasting, excavating, tunneling or other underground work, the liability coverage shall include Standard Blasting or Explosion Coverage, Standard Collapse Coverage, and Standard Underground Coverage commonly referred to as XCU Property Damage Liability.
- (c) The property damage coverage shall include a Broad Form Property Damage Endorsement or similar thereto.
- (d) Contractual Liability coverage shall be included.
- (e) Products Liability and/or Completed Operations coverage shall be included.
- (f) Personal Injury Liability coverage shall be included.

C. Automobile Liability Insurance

The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operations of any owned, hired, or non-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
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D. Minimum Scope of Insurance

All Liability Insurance policies shall be written on an "occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the Owners.

E. Certificate of Insurance

All certificates of insurance shall be filed with the Owners on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance coverage required by the preceding Sections A, B, C, and **showing the Owners as additional insured.** Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the Owners thirty days written notice of cancellation, non-renewal or any material reduction of insurance coverage.